

UNITED STATES FEDERAL ELECTION COMMISSION

TYLER ERDMAN,

A Private Citizen

Weston, Connecticut 06883

Petitioner,

-against-

ADAM VICTOR, TRANSNATIONAL MANAGEMENT
SYSTEMS LLC, TRANSNATIONAL MANAGEMENT
SYSTEMS II LLC, HERMAN CAIN, FRIENDS OF HERMAN
CAIN and ROBERTO LARRINAGA,

Respondents.

MUR # 7056

MUR No. _____

1704442419

1. For his Federal Election Commission Complaint against Adam H. Victor ("Victor"), Transnational Management Systems LLC ("TNMS") and Transnational Management Systems II LLC ("TNMSII")(collectively, "the Victor Entities"), Herman Cain ("Cain"), Friends of Herman Cain ("FOHC"), and together with Cain, "the Cain Campaign") and Roberto Larrinaga ("Larrinaga")(collectively with Victor, the Victor Entities and the Cain Campaign "Respondents"); Tyler Erdman ("Erdman" or "Complainant") states as follows, under oath and pursuant to 18 U.S.C. §1001:

PARTIES

2. Victor is a citizen of the State of New York, residing at _____, New York, New York 10016.

3. The Victor Entities are juridical entities owned or controlled by Victor. Both of the Victor Entities are organized pursuant to the laws of the State of Delaware and both have their headquarters at (or operate out of) 630 First Avenue, New York, New York 10016.

4. Cain, upon information and belief, is a citizen of the State of Georgia and lives somewhere in the Atlanta metropolitan area.

5. FOHC was the primary campaign committee for Cain when he ran for the office of President of the United States during the period 2010-11. FOHC was headquartered in Stockbridge, GA, with a mailing address of P.O. Box 2158, Stockbridge, GA 30281.

6. Larrinaga is, upon information and belief, a citizen of the State of New York and works for Signature Bank at its offices at 565 5th Avenue, New York, New York 10017.

7. Erdman is a citizen of the State of Connecticut, residing at Weston, Connecticut 06883. Erdman was formerly employed by Victor and the Victor Entities as an information technology professional.

OTHER INDIVIDUALS

8. Adam E.A. Victor ("Victor Jr.") is Victor's son and is a citizen of the United States. Upon information and belief, Victor Jr. is currently employed by Goldman Sachs Group, Inc., the large, New York City based investment bank, and resides in London, England. Upon information and belief, Victor Jr.'s business address is Goldman Sachs International, River Court 120 Fleet Street, London EC4A 2BE.

9. Garry Coulter ("Coulter") is, upon information and belief, a citizen of the State of South Carolina and at all times relevant herein was employed by USA Risk, 307 Falls Street, Suite A, Greenville, SC 29601, an insurance brokerage.

10. Marta Dani ("Dani") is a citizen of the State of New Jersey, and according to FEC records, currently resides at , Hoboken, New Jersey 07030.

At all times relevant herein, Dani was an employee of one or more of the Victor entities.

11. Nana Yoshioka ("Yoshioka") is a citizen of the State of New York, and according to FEC records, currently resides at ; Brooklyn, New York

11217. At all times relevant herein, Yoshioka was an employee of one or more of the Victor entities.

THE FEC'S AUTHORITY TO INVESTIGATE AND ITS JURISDICTION

12. The Federal Election Campaign Act ("FECA" or "the Act") of 1971, as amended (2 U.S.C. §431, et seq., 52 U.S.C. §30101, et seq.) places limits on and requires the accurate public reporting of campaign contributions made in connection with the election of candidates for federal office, including campaign contributions made to candidates for the office of President of the United States. Specifically, the Act limits the amount and source of money that can be contributed to federal candidates or their authorized campaign committees.

13. The Act empowers the Federal Election Commission ("FEC") to enforce its provisions.

14. The Act states that "[i]t is unlawful for . . . any corporation . . . to make a contribution or expenditure in connection with any election at which presidential and vice presidential electors or a Senator or Representative in, or a Delegate or Resident Commissioner to, Congress are to be voted for, or in connection with any primary election or political convention or caucus held to select candidates for any of the foregoing offices" 52 U.S.C. §30118(a).

15. The Act further states that "[i]t is unlawful for . . . any candidate, political committee, or other person knowingly to accept or receive any contribution prohibited by this section" 52 U.S.C. §30118(a).

16. The Act further states that "[i]t is unlawful for . . . any officer or any director of any corporation . . . to consent to any contribution or expenditure by the corporation . . . prohibited by this section." 52 U.S.C. §30118(a).

17. The Act, and regulations promulgated pursuant to it, further prohibited, in 2011-12, any person from making contributions to any candidate or authorized committee, with respect to any federal election, that exceed \$2,500 per election. 52 U.S.C. §30116(a)(1)(A); 11 C.F.R. §110.1(b).

18. Accordingly, for the 2011-12 election cycle, the Act, and regulations promulgated pursuant to it, limited both primary election and general election contributions from any individual to a federal candidate or their authorized campaign committee to \$2,500 for a primary election and an additional \$2,500 for the general election, or a total of \$5,000 from any individual to any one federal candidate, provided that the candidate made it to the general election. 52 U.S.C. §30116(a)(1)(A); 11 C.F.R. §110.1(b).

19. Pursuant to 11 C.F.R. §100.52(a), "[a] gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office is a contribution."

20. Pursuant to 11 C.F.R. §100.52(d)(1), the phrase, "anything of value", as used in 11 C.F.R. § 100.52(a) includes "all in-kind contributions."

21. Pursuant to 11 C.F.R. §100.52(d)(1), an "in-kind contribution" includes "the provision of any goods or services without charge or at a charge that is less than the usual and normal charge for such goods or services."

22. Pursuant to 11 C.F.R. §100.52(d)(2), the "usual and normal charge" for goods and services "means the price of those goods [and services] in the market from which they ordinarily would have been purchased at the time of the contribution".

23. Pursuant to 11 C.F.R. §100.52(d)(1), in calculating the value of an in-kind contribution resulting from a contributor providing goods or services at less than the "usual and normal charge" for such goods and services, the value of the contribution is set at "the difference between the usual and normal charge for the goods or services at the time of the contribution and the amount charged the political committee."

24. The Act, and regulations promulgated pursuant to it, further regulate and limit the manner in which campaigns can accept and account for air transport services used by a campaign.

25. The Act, and regulations promulgated pursuant to it, further regulate and limit the manner in which campaigns can accept and account for their use "commercial travel", which "means travel aboard [a]n aircraft operated by an air carrier or commercial operator certificated by the Federal Aviation Administration". See 11 C.F.R. §100.93(a)(iv)(A).

26. The Act, and regulations promulgated pursuant to it, further prohibit any person from making a contribution to a federal candidate or their authorized campaign committees in the name of another person, including by reimbursing any third person either before or after that third person's contribution. See, e.g., 52 U.S.C. §30122; 11 C.F.R. §110.4(b)(1).

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27. The Act, and regulations promulgated pursuant to it, the principal campaign committee for any candidate for the office of President of the United States, to make reports to the Federal Election Commission ("FEC") providing details regarding contributions received and expenditures made by the candidate or committee during an election cycle. 52 U.S.C. §30104(3); 11 C.F.R. §104.3. Among other things, the committee reports to the FEC are required to accurately state the amount of each contribution over \$200 and to accurately identify each contributor. 52 U.S.C. §30104(b); 11 C.F.R. §104.3.

28. The Act also empowers the FEC to investigate complaints made by any person who believes that a violation of the Act has occurred. 52 U.S.C. §30109(a)(1) and (a)(2).

BACKGROUND

29. As detailed below, Erdman has reason to believe that Victor, the Victor Entities, Larrinaga and the Cain Campaign have committed various violations of the Act and regulations promulgated pursuant to it and requests that the FEC investigate these violations and seek appropriate civil and criminal remedies.

30. In his capacity as an employee of Victor and/or the Victor Entities, Erdman learned that Victor was conspiring with the Victor Entities and others, including the Cain Campaign, Coulter, USA Risk, Dani and Yoshioka to provide illegal campaign contributions to the Cain Campaign. The details of this conspiracy are outlined below, and Erdman respectfully submits that they cry out for an investigation by the FEC.

A. Victor and the Victor Entities

31. Victor is the sole member of TNMS, which owns a Gulfstream Aerospace G-IV, fixed wing, multi-engine jet airplane bearing the registration number N771AV.

32. Victor is the sole member of TNMSII, which owns a Gulfstream Aerospace G-IV, fixed wing, multi-engine jet airplane bearing the registration number N772AV.

33. As the sole member of the Victor Entities, Victor influences them tremendously and makes any significant decisions regarding them, including the use of the planes owned by the Victor Entities.

34. During the period 2011-12, Pegasus Elite Aviation, Inc. ("Pegasus") managed the planes for TNMS and TNMSII.

35. Pegasus operates on-demand flight services whereby it transports people and/or cargo via air transport within the United States and elsewhere. Attached hereto as Ex. A is a true and correct copy of Pegasus' Air Carrier Certificate, issued to Pegasus pursuant to 14 C.F.R. Part 119, permitting it to operate as such.

36. Through Pegasus, the airplanes owned, respectively, by TNMS and/or TNMSII, are certified for commercial service by the FAA under 14 CFR Part 135

37. Accordingly, Pegasus offers "commercial travel" services to the public as that term is defined in 11 C.F.R. §100.93(a)(3)(iv)(A).

38. As part of its agreements with TNMS and TNMSII to manage the planes, Pegasus agreed to make the planes available for Victor's use and, when Victor was not using the planes, to lease them to others.

39. Pegasus provided crews for the planes when they were in use (by either Victor or lessees), performed maintenance on the planes, prepared and filed required paperwork regarding the planes with the Federal Aviation Administration ("FAA") and generally took care of the planes for the Victor Entities.

40. Attached hereto as Ex. B is a copy of the agreement between Pegasus and TNMS regarding plane number N771AV ("the Pegasus Agreement"). Upon information and belief, the agreement between Pegasus and TNMSII regarding plane number N772AV is substantially identical to Ex. B.

41. Pursuant to the Pegasus Agreement, Pegasus charged people who wanted to charter the planes owned by TNMS and/or TNMSII \$5,000.00 per hour (plus fuel costs and airport fees).

42. The rate for chartering the planes stated in the Pegasus Agreement -- *i.e.*, \$5,000.00 per hour (plus fuel and airport fees) -- was, in 2011, the "usual and normal charge", as that term is used in 11 C.F.R. §100.52(d)(2), for chartering the planes.

B. The Herman Cain Campaign for President

43. Cain was a candidate for the Republican nomination for President of the United States during the period 2010 through December 3, 2011, when he suspended his campaign.

44. Cain first revealed his intention to seek the presidency in December 2010, following the mid-term elections and, in January 2011, he announced that he had formed an exploratory committee, noting that there was a 70% chance that he would seek the presidency.

45. Following his formation of an exploratory committee, Cain participated in several preliminary events relating to the Republican nomination, including a New Hampshire straw poll in which he garnered 4% of the votes of the Republican voters participating and a February 2011 American Policy Summit, held in Phoenix, Arizona and sponsored by the Tea Party Patriots. At the latter event, Cain obtained the support of 22% of the 1,600 participants polled.

46. From May 21, 2011, when he officially announced his candidacy, until September 2011, Cain rose into the top tier of Republican candidates, even occasionally leading the pack at the top of the polls.

47. By September 2011, Cain's appeal had begun to wane amidst allegations of marital infidelity and sexual harassment of female business associates.

48. While his campaign went on, raising money and organizing events, by December 2011, it had become apparent that Cain could not win the nomination, bogged down as he was by allegations of sexual impropriety. On December 3, 2011, Cain announced the suspension of his campaign.

C. The Victor-Cain Relationship

49. Upon information and belief, as the Cain Campaign continued to raise money in November 2011, Victor became interested in assisting it.

50. Victor is no stranger to making contributions to candidates for federal office and political organizations, having contributed at least \$162,400 over the period 2002-2015. Some of this money was, upon information and belief, contributed in violation of the Act. *See generally Erdman v. Victor*, MUR No. 7005 (filed January 29, 2016).

51. Upon information and belief, Victor was one of the organizers for a November 11, 2011 fundraising event for the Cain Campaign. The event was held at Club 101, 101 Park Avenue, New York, New York 10178.

52. As part of his effort to conduct a successful fundraiser for the Cain Campaign, Victor sent a November 6, 2011 e-mail to people he knew, asking for their support. In that e-mail, he stated:

I was present at the very first Presidential Debate in South Carolina and saw Herman Cain for the first time there. There was no doubt to anyone there that Herman won that debate hands down and, against all odds, he has continued that success to the top of the polls ever since.

The crushing burden of Taxes and Regulation created in Washington has brought us to where we are today. We can correct this. The people of this country have proven they can overcome much worse adversity than this. As the saying goes "either you are part of the problem or part of the solution". Washington is the problem and Herman Cain is the solution. His outside DC, common sense, real world solutions will bring the economy and jobs back.

Please join me and the Host Committee in welcoming Herman to New York this Friday at Club 101

Kindly RSVP by email to RSVP@hermancain.com <<mailto:RSVP@hermancain.com>> before Monday, November 6

(Include your name, address, phone number and event name "NY Club 101")

Next, please make your contribution for this event on-line at:

<https://www.hermancain.com/donate#sc=11111NYCLUB101>

Sincerely,

Adam Victor

53. After soliciting donations to the Cain Campaign, Victor also forwarded this e-mail to Coulter, an Executive Vice-President of USA Risk Intermediaries, LLC, 307 Falls Street, Suite A, Greenville, SC 29601. Upon information and belief, Coulter was a business associate of Victor's and was involved in providing insurance to various Victor companies, including the Victor Entities.

54. Coulter, also on November 6, 2011, in turn, forwarded Victor's November 6, 2011 e-mail to Brenda Hicks, then employed as the Development Director for Friends of Herman Cain. In forwarding the e-mail to Ms. Hicks, Coulter informed her as follows:

Brenda,

Here and to follow is a list of people Adam has invited to the reception. Adam has raised \$25,000 so far and hopes to get to \$50,000 by the time of the event. He would also like to offer to the campaign the use of one of his G4's (Gulfstream aircraft) for 60 days on favorable terms which we can talk about this week in NY.

If there is time on his Mr Cain's schedule Friday, Adam would like to get about 30 minutes of his time to discuss Energy policy. Just let us know where he will be.

We are really looking forward to the event and seeing you all there. Let me know if you need anything from us.

Garry

Garry W. Coulter
Executive Vice President
USA Risk Intermediaries, LLC
307 Falls Street, Suite A, Greenville, SC 29601

55. Also on November 6, 2011, Coulter received a response to his offer of the use of the planes from the Cain Campaign. Mark Block, the Chief of Staff/COO of Friends of Herman Cain wrote the following to Coulter:

Gary-we can try to make the meeting work. But it will have to be more like 15 minutes than 30.

Would like to discuss the plane - bottom line on the decision to accept this great offer is how much per hour is the cost to us.

Mark Block
Chief of Staff/COO

Friends of Herman Cain

56. Later that same day, after Coulter forwarded this e-mail to him, Victor sent it on to his son, Victor Jr., verily bragging about how he was in touch with the top officials of the Cain Campaign, specifically referring to Mr. Block and noting an earlier incident during the campaign that involved Mr. Block appearing in a campaign advertisement while smoking:

Mark Block - is the campaign manager who 'smoked' on TV.
THAT is whom we are dealing with now

57. Later that same day, November 6, 2011, Coulter again wrote Mr. Block, explaining the rates at which Victor was willing to charter one of his planes to the Cain Campaign:

I talked to Adam, If [sic] you could let us know how many hours per week you think the campaign could use the Plane. . . . Adam was thinking of \$5,000 per day plus fuel & airport fees depending on how much you use it. Adam's logo on the plane is a standard bred horse (harness, he owns 30-50 at any given time) and it is a "dark horse" which is kind of fitting.

Let us know and we can discuss further in NY.

58. In later e-mails, Mr. Block explained to Coulter that the Cain Campaign would use the plane for four hours per day, five days a week, plus fuel and airport fees.

59. Accordingly, at the rate offered by Coulter, the Cain Campaign was to pay \$25,000 to charter the plane for five days, plus any fuel and airport fees.

60. This represented an approximately 75% discount off of the "usual and normal charge" that Pegasus would charge to charter the planes.

61. Reference to Ex. B, ¶2.7 indicates that the plane would normally cost \$5,000 per hour, plus fuel and airport fees, making the charter cost for a four hour day \$20,000. If chartered

for five days per week, the charter fees should have cost the campaign \$100,000 per week instead of the \$25,000 Coulter and Victor were proposing.

62. Upon information and belief, for every four hour day that the Cain Campaign used the plane, TNMS and/or TNMSII, Victor and Coulter were providing the Cain Campaign with approximately \$15,000 in in-kind campaign contributions representing the difference between the "usual and normal charge" for chartering the plane and the charter price that the Cain Campaign actually paid. See 11 C.F.R. §100.52(d)(1).

63. Upon information and belief, the Cain Campaign actually did use Victor's planes or other planes that Victor provided to it.

64. The Cain Campaign, upon information and belief, recognizing the value of Victor as a potential contributor, promoted Victor's largely chimeric presence in the alternative energy field, flacking for Victor in the following terms on the Facebook page it maintained:

Adam Victor is in the alternative energy business. He says he can profitably produce gasoline at a price point of less than \$3 per gallon, and do so without using a drop of oil ... from anywhere. But there will be no stimulus-fueled green energy giveaways for him because his business isn't politically correct. Instead of using oil, he will use a nearby West Virginia coal mine to make his cheap gasoline.

65. Upon information and belief, the Cain Campaign was able to charter Victor's planes, or other planes to which Victor had access, at a steep discount from the market price for such use. Attached as Ex. C is a photograph of one of the Cain Campaign's busses parked next to one of Victor's planes as it was either picking up or dropping off passengers on some business related to the Cain Campaign.

66. Upon information and belief, by providing the planes to the Cain Campaign at charter rates far below the "usual and normal charge" that Pegasus would charge to charter the planes, TNMS and/or TNMSII made excessive "in-kind contributions" to the Cain Campaign in violation of 52 U.S.C. §30116(a)(1)(A), 11 C.F.R. §100.52(d)(2) and 11 C.F.R. §110.1(b).

67. Upon information and belief, Victor arranged for the Cain Campaign to use the planes at a deep discount in order to provide the Cain Campaign with valuable services, worth well in excess of the \$2,500 limit on personal contributions to a primary campaign, without appearing to make such contributions and without disclosing such contributions. As such, in making these contributions, Victor violated 52 U.S.C. §30116(a)(1)(A) and 11 C.F.R. §110.1(b).

68. Upon information and belief, by failing to disclose the aforementioned contributions made by TNMS and/or TNMSII, the Cain Campaign violated 52 U.S.C. §30104(3) and 11 C.F.R. §104.3.

69. In addition to providing contributions to the Cain Campaign in the form of deeply discounted air transportation, Victor also used a series of "straw donors" to channel additional contributions, in the form of money, to the Cain Campaign.

70. In or around November 2012, Victor solicited Erdman to become a "straw donor" to the Cain Campaign, explaining to Erdman that if he would make a contribution to the Cain Campaign, Victor would reimburse him for the contribution. Erdman refused Victor's solicitation.

71. The table below lists "straw donors" that Victor used to channel illegal contributions to the Cain Campaign:

"Straw Donor" Name	Date	Recipient	Amount
Dani	11/9/2011	Friends of Herman Cain	\$2,500.00 ¹
Yoskioka	1/17/2012	Friends of Herman Cain	2,500.00 ²
Victor, Jr.	1/17/2012	Friends of Herman Cain	2,500.00 ³
Alexia Victor ("Alexia")	1/17/2012	Friends of Herman Cain	2,500.00 ⁴
Alia Victor ("Alia")	1/17/2012	Friends of Herman Cain	2,500.00 ⁵
Jo-Ayla Victor ("Jo-Ayla")	1/17/2012	Friends of Herman Cain	2,500.00 ⁶
TOTAL			\$15,000.00

72. Records filed with the FEC and prepared by the Cain Campaign show that each of these individuals were purportedly individual donors to the Cain Campaign. In fact, each was, upon information and belief, either (i) reimbursed by Victor for their contribution or, (ii) unaware that

¹ See FEC Image No. 12970921089.

² See FEC Image No. 12970923076.

³ See FEC Image No. 12970923079.

⁴ See FEC Image No. 12970923076.

⁵ See FEC Image No. 12970923079.

⁶ See FEC Image No. 12970923074.

Victor directed the withdrawal of funds from their accounts, or other accounts that Victor controlled, and the payment of those same funds to the Cain Campaign. As such, each of these contributions violated 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1), as they were contributions by Victor made in the name of another.

73. Victor Jr., Alexia, Alia and Jo-Ayla Victor are Victor's children. Each of them maintains an account at Signature Bank in New York, New York, as does Victor. Victor was able to orchestrate contributions to the Cain Campaign by one of the following methods:

A. As a private banking customer at Signature Bank, Victor was familiar with one of the private banking executives, Larrinaga. Through Larrinaga, Victor was able to arrange for the transfer of the amounts noted in the table above from his children's accounts to the Cain Campaign, without needing to specifically obtain his children's permission. The actual money sent to the Cain Campaign either came from funds that Victor had previously deposited to his children's accounts or was reimbursed to those accounts at a later date.

B. Alternatively, Victor prevailed on his children to make contributions to the Cain Campaign in the amounts noted by promising to reimburse them for the amounts of the contributions. Following the contributions, Victor then reimbursed his children's accounts in the amounts noted above.

C. Alternatively, Victor simply gave Larrinaga the names he wanted to be credited with the contributions (i.e., his children's names) and had Larrinaga pass these onto the Cain Campaign. The actual money for the contributions would be sent by

Larrinaga to the Cain Campaign from one or more accounts that Victor controlled, whether those accounts were in the names of his children or not.

74. Erdman heard Victor on the phone with Larrinaga arranging for Larrinaga to make the contributions to the Cain Campaign.

75. The Cain Campaign, in reporting these contributions failed to make full disclosure of all required information. For example, it reported Victor Jr. as being "Not Employed." Upon information and belief, Victor Jr.'s employment status was misreported in this manner because the Cain Campaign and victor did not want to draw any attention to the fact that Victor Jr. was, in fact, employed by Goldman Sachs.

**COUNT ONE
Against Victor**

**Violations of 52 U.S.C. §30116(a)(1)(A), 11 C.F.R. §110.1(b),
11 C.F.R. §110.1(g)(4), 11 C.F.R. §100.52(d)(1) and 11 C.F.R. §100.52(d)(2)
Making In-Kind Contributions to a Campaign for Federal Office in Excess of Legal Limits**

76. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

77. TNMS and TNMSII are limited liability companies ("LLCs") within the meaning of 11 C.F.R. §110.1(g)(1).

78. Upon information and belief, neither TNMS nor TNMSII has elected to be treated as a corporation by the Internal Revenue Service pursuant to 26 C.F.R. §301.7701-3.

79. Upon information and belief, Victor is the only member of both TNMS and TNMSII.

80. TNMS and/or TNMSII made in-kind contributions to the Cain Campaign in the form of greatly discounted air transport services.

81. As Victor is the only member of TNMS and TNMSII, these contributions are attributed to Victor pursuant to 11 C.F.R. §110.1(g)(4).

82. Upon information and belief, the in-kind contributions that Victor made to the Cain Campaign, through TNMS and/or TNMSII, greatly exceeded the contribution limits applicable to individuals for the 2011-2012 election cycle and, accordingly violated 52 U.S.C. §30116(a)(1)(A) and 11 C.F.R. §110.1(b).

COUNT TWO
Against TNMS and TNMSII
Violations of 52 U.S.C. §30118(a), 11 C.F.R. §100.52(d)(1) and 11 C.F.R. §100.52(d)(2)
Corporate Entities Making In-Kind Contributions to a Federal Campaign
(In the alternative to Count One)

83. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

84. In the event that TNMS and/or TNMSII have elected to be treated as corporations by the Internal Revenue Service pursuant to 26 C.F.R. §301.7701-3, then TNMS and/or TNMSII are to be treated as corporations pursuant to 11 C.F.R. §110.1(g)(3).

85. Pursuant to 52 U.S.C. §30118(a), corporations are prohibited from making contributions to a campaign for a federal office.

86. TNMS and/or TNMSII made in-kind contributions to the Cain Campaign in the form of greatly discounted air transport services. See 11 C.F.R. §100.52(d)(1) and 11 C.F.R. §100.52(d)(2).

87. Accordingly, TNMS and/or TNMSII violated 52 U.S.C. §30118(a).

COUNT THREE
Against the Cain Campaign
Violations of 52 U.S.C. §30118(a), 11 C.F.R. §100.52(d)(1) and 11 C.F.R. §100.52(d)(2)
Candidate/Committee for a Federal Office Accepting
In-Kind Contributions from Corporate Entities
(In the alternative to Count One)

88. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

89. In the event that TNMS and/or TNMSII have elected to be treated as corporations by the Internal Revenue Service pursuant to 26 C.F.R. §301.7701-3, then TNMS and/or TNMSII are to be treated as corporations pursuant to 11 C.F.R. §110.1(g)(3).

90. Pursuant to 52 U.S.C. §30118(a), candidates for federal offices and their principal committees are prohibited from accepting contributions from corporations.

91. The Cain Campaign accepted in-kind contributions from TNMS and/or TNMSII in the form of greatly discounted air transport services. See 11 C.F.R. §100.52(d)(1) and 11 C.F.R. §100.52(d)(2).

92. Accordingly, the Cain Campaign violated 52 U.S.C. §30118(a).

COUNT FOUR
Against Victor
Violations of 52 U.S.C. §30118(a)
Causing Corporate Entities to Make In-Kind
Contributions to a Campaign for Federal Office
(In the alternative to Count One)

93. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

94. In the event that TNMS and/or TNMSII have elected to be treated as corporations by the Internal Revenue Service pursuant to 26 C.F.R. §301.7701-3, then TNMS and/or TNMSII are to be treated as corporations pursuant to 11 C.F.R. §110.1(g)(3).

95. Pursuant to 52 U.S.C. §30118(a), corporate executives, officers and directors are prohibited from causing corporations from making contributions to federal campaigns.

96. Victor is the sole member of and controls TNMS and TNMSII.

97. Victor caused TNMS and/or TNMSII to make in-kind contributions to the Cain Campaign in the form of greatly discounted air transport services. See 11 C.F.R. §100.52(d)(1) and 11 C.F.R. §100.52(d)(2).

98. In causing TNMS and/or TNMSII to make contributions to the Cain Campaign, Victor violated 52 U.S.C. §30118(a).

COUNT FIVE

Against Victor

Violations of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1)

Making Contributions to a Campaign for Federal Office in the Name of Another

99. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

100. On or about November 9, 2011, the Cain Campaign recorded a contribution of \$2,500 from Marta Dani, one of Victor's employees at the time.

101. In fact, Ms. Dani did not make this contribution, but rather was acting as a straw donor for Victor, who reimbursed Ms. Dani for the contribution either shortly before or after it was made.

102. In making this contribution in the name of Ms. Dani, Victor was making a contribution to a federal campaign in the name of another in violation of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1).

COUNT SIX
Against Victor
Violations of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1)
Making Contributions to a Campaign for Federal Office in the Name of Another

103. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

104. On or about January 17, 2012, the Cain Campaign recorded a contribution of \$2,500 from Nana Yoshioka, one of Victor's employees at the time.

105. In fact, Ms. Yoshioka did not make this contribution, but rather was acting as a straw donor for Victor, who reimbursed Ms. Yoshioka for the contribution either shortly before or after it was made.

106. In making this contribution in the name of Ms. Yoshioka, Victor was making a contribution to a federal campaign in the name of another in violation of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1).

COUNT SEVEN
Against Victor and Larrinaga
Violations of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1)
Making Contributions to a Campaign for Federal Office in the Name of Another

107. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

108. On or about January 17, 2012, the Cain Campaign recorded a contribution of \$2,500 from Victor Jr., Victor's son.

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109. In fact, Victor Jr. did not make this contribution, but rather was acting as a straw donor for Victor, who either (a) reimbursed Victor Jr. for the contribution either shortly before or after it was made; or (b) caused money to be withdrawn from Victor Jr.'s account and forwarded to the Cain Campaign without Victor Jr.'s knowledge.

110. Upon information and belief, in making this contribution, Victor was substantially aided by Larrinaga, who was able to transfer money from various accounts, including without limitation accounts in the names of his children, that Victor controlled to the Cain Campaign.

111. In making this contribution in the name of Victor Jr., Victor was making a contribution to a federal campaign in the name of another in violation of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1).

COUNT EIGHT
Against Victor and Larrinaga
Violations of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1)
Making Contributions to a Campaign for Federal Office in the Name of Another

112. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

113. On or about January 17, 2012, the Cain Campaign recorded a contribution of \$2,500 from Alexia, Victor's daughter.

114. In fact, Alexia did not make this contribution, but rather was acting as a straw donor for Victor, who either (a) reimbursed Alexia for the contribution either shortly before or after it was made; or (b) caused money to be withdrawn from Alexia's account and forwarded to the Cain Campaign without Alexia's knowledge.

115. Upon information and belief, in making this contribution, Victor was substantially aided by Larrinaga, who was able to transfer money from various accounts, including without limitation accounts in the names of his children, that Victor controlled to the Cain Campaign.

116. In making this contribution in the name of Alexia, Victor was making a contribution to a federal campaign in the name of another in violation of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1).

COUNT NINE
Against Victor and Larrinaga
Violations of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1)
Making Contributions to a Campaign for Federal Office in the Name of Another

117. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

118. On or about January 17, 2012, the Cain Campaign recorded a contribution of \$2,500 from Alia, Victor's daughter.

119. In fact, Alia did not make this contribution, but rather was acting as a straw donor for Victor, who either (a) reimbursed Alia for the contribution either shortly before or after it was made; or (b) caused money to be withdrawn from Alia's account and forwarded to the Cain Campaign without Alia's knowledge.

120. Upon information and belief, in making this contribution, Victor was substantially aided by Larrinaga, who was able to transfer money from various accounts, including without limitation accounts in the names of his children, that Victor controlled to the Cain Campaign.

121. In making this contribution in the name of Alia, Victor was making a contribution to a federal campaign in the name of another in violation of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1).

COUNT TEN
Against Victor and Larrinaga
Violations of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1)
Making Contributions to a Campaign for Federal Office in the Name of Another

122. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

123. On or about January 17, 2012, the Cain Campaign recorded a contribution of \$2,500 from Jo-Ayla, Victor's daughter.

124. In fact, Jo-Ayla did not make this contribution, but rather was acting as a straw donor for Victor, who either (a) reimbursed Jo-Ayla for the contribution either shortly before or after it was made; or (b) caused money to be withdrawn from Jo-Ayla's account and forwarded to the Cain Campaign without Victor Jr.'s knowledge.

125. Upon information and belief, in making this contribution, Victor was substantially aided by Larrinaga, who was able to transfer money from various accounts, including without limitation accounts in the names of his children, that Victor controlled to the Cain Campaign.

126. In making this contribution in the name of Jo-Ayla, Victor was making a contribution to a federal campaign in the name of another in violation of 52 U.S.C. §30122 and 11 C.F.R. §110.4(b)(1).

COUNT ELEVEN
Against Victor, Larrinaga and the Cain Campaign
Violations of 52 U.S.C. §30104(b) and 11 C.F.R. §104.3
Failure to Accurately Disclose the Identity of a Contributor and
The Amount of a Contribution

127. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

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128. In using Victor Jr. as a straw donor to the Cain Campaign, Victor, upon information and belief, provided Larrinaga with information regarding Victor Jr.'s employment that Larrinaga, upon information and belief, knew was false. Larrinaga passed this false information on to the Cain Campaign. Upon information and belief, Victor told Larrinaga to inform the Cain Campaign the Victor Jr. was "[n]ot employed", when, in fact, Victor Jr., at the time, was employed by Goldman Sachs.

129. Upon information and belief, Victor provided Larrinaga with this false information regarding Victor Jr.'s employment, to pass onto the Cain Campaign, in order to avoid disclosing the fact that Victor Jr. was employed by Goldman Sachs.

130. Victor's, Larrinaga's and the Cain Campaign's actions in this regard constituted violations of 52 U.S.C. §30104(b) and 11 C.F.R. §104.3.

COUNT TWELVE
Against Victor, Larrinaga and the Cain Campaign
Conspiracy Pursuant to 18 U.S.C. §371 to Commit
Violations of 52 U.S.C. §30122; 11 C.F.R. §110.4(b)(1)
Making Campaign Contributions in the Name of Another

131. Erdman repeats and realleges the statements made in ¶¶1-75 as if set forth in full at this point.

132. Upon information and belief, Victor, in cooperation with Larrinaga, was able to arrange to have money transferred from his children's accounts at Signature Bank to the Cain Campaign, either without the children knowing about these transfers or on condition that the money would be reimbursed to them.

133. Upon information and belief, the Cain Campaign was aware that the contributions that purported to be from Victor's children were actually from Victor.

134. Upon information and belief, Victor either reimbursed his children for these transfers or never informed them of the transfers.

135. Victor's, Larrinaga's and the Cain Campaign's actions in this regard constituted violations of 52 U.S.C. §30122; 11 C.F.R. §110.4(b)(1).

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RELIEF REQUESTED

Erdman incorporates by reference each allegation in ¶¶1 - 135 as if set forth in full at this point and respectfully requests that the FEC grant and pursue the following forms of relief:

A. Investigate the charges and allegations made in this complaint and based on the result of that investigation, pursue such civil and/or criminal remedies as are deemed appropriate.

Dated: New York, New York
April 20, 2016

By: Tyler Erdman
Tyler Erdman

Weston, Connecticut 06883

Subscribed and sworn to before me this the 20th day of April 2016.

Melissa Gaspari
Notary Public

My commission expires 2/27/20.

MELISSA GASPARI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GA6256684
Qualified in New York County
My Commission Expires February 27, 2016

2020

Please send correspondence to:

John T. Brennan
151 East 4th Street, No. 1-A
Brooklyn, New York 11218
(347) 785-3005
lawoffjtb@gmail.com

Counsel for Tyler Erdman

ATTACHMENT A

17044424246



US Department
of Transportation
Federal Aviation
Administration

Air Carrier Certificate

This certifies that

PEGASUS ELITE AVIATION, INC.
7943 WOODLEY AVE
VAN NUYS, CA 91406

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

Richard Swanson
(Signature)

Certificate number: E0XA672J

Effective Date: 01/21/2010

JULY 26, 2013

Issued at: Van Nuys, California

Manager, Van Nuys FSDO

(Title)

WP-01

(Region/Office)

ATTACHMENT B

17044424248



PPR-18-2012 19:33 From:PegasusEliteAviation

To:19545030288

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W376862

AIRCRAFT LEASE AND SERVICES AGREEMENT

This aviation services contract (the "Agreement") is entered into as of this 1st day of November, 2009, by and between Pegasus Elite Aviation, Inc., a Nevada corporation, with its principal place of business at 3600 N. Hwy 95 Bldg. H100, Lake Havasu, AZ, 86404, ("PEA") and Transnational Management Systems, LLC with its principal place of business at 800 2nd Ave Apt 800 New York, NY 10016, ("Owner").

WHEREAS, Owner is the registered owner of an aircraft described as follows:

- (1) Make: Gulfstream
 - (2) Model: GIV
 - (3) FAA Registration Number: N771AV
 - (4) Serial Number: 1187
 - (5) Year: 1992
- (The "Aircraft")

WHEREAS, Owner seeks to place the Aircraft in PEA's aircraft operating certificate which PEA maintains in accordance with Federal Air Regulation ("FAR") Part 135 (the "Operating Certificate") to conduct charter operations pursuant to this services agreement with the Aircraft using the operating certificate, and

WHEREAS, Aircraft shall comply with any and all other requirements imposed by the FAA for operations under FAR Part 135 or any other pertinent regulations as in effect at any time, and

WHEREAS, Owner further acknowledges and agrees that notwithstanding any provisions of this Agreement, PEA shall have sole responsibility to ensure that all Aircraft operations, including training and maintenance operations shall be in strict compliance with the Manuals, and FAA regulations and the directions of PEA and PEA's dispatch.

NOW, THEREFORE, in consideration of the premises and other good valuable considerations contained herein, the parties hereto hereby agree to the above recitals and the following terms and conditions:

TERM. This Agreement shall commence on the 1st day of November, 2010, and is for a period of 1 year expiring on September 30, 2011. This agreement is automatically renewed on a month to month basis thereafter.

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II. OWNER'S OBLIGATIONS.

2.1 **Inspection and Operation of the Aircraft.** At Owner's expense, Owner agrees to have the Aircraft inspected by PEA's, or a repair facility approved by PEA prior to the time PEA places the Aircraft on the Operating Certificate. Thereafter, Owner shall ensure that either PEA's or a PEA approved maintenance facility performs all maintenance and Owner agrees to maintain and operate the Aircraft in full accordance with the PEA Maintenance Inspection program. (PEA GIV MIP). PEA may terminate this Agreement immediately upon written notice to Owner in the event any inspection of the Aircraft uncovers any mechanical, structural or other conditions unacceptable to PEA at its sole discretion. Notwithstanding PEA's obligations contained in FAR 135, PEA shall ensure the airworthiness of the Aircraft during the term of this Agreement.

2.2 **Maintenance and Repair Costs.** PEA may perform and Owner shall pay for all maintenance and repairs to the Aircraft and parts to the Aircraft. Any maintenance facility must be approved by PEA's Director of Maintenance, and must meet FAR Part 135 requirements and requirements of the PEA Maintenance Inspection Program. (PEA GIV MIP).

2.3 **Flight Crew Training.** At Owners expense, PEA or a training facility approved by PEA shall provide all training for any person authorized to operate the Aircraft. Owner agrees to permit the Aircraft to be flown for Initial or Recurrent flight training of FAA required flight checks necessary to certify persons authorized to operate the Aircraft at Owners expense. A combination of factory training and in house training may be used to train pilots, however all pilots will be trained in factory approved simulator training at least BI annually.

2.4 **Aircraft Operations.** Owner shall not operate the Aircraft without approval and cleared by PEA's dispatch. All flights shall be in accordance with PEA dispatch procedures and shall obtain a flight release from PEA dispatch to assure crew and Aircraft maintenance requirements of FAR Part 135 without regard to whether the use is a charter flight or for use under FAR Part 91. All Flight crews that operate the aircraft shall be employees of PEA.

2.5 **Accounting Services.** Owner and PEA agree that all monthly accounting shall be on a monthly basis, and all accounts will be settled by the 20th of the following month.



APR-10-2012 19:34 From: Pegasus Elite Aviation

To: 15545830208

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W376862

2.6 Payment of Fees and Expenses. PEA shall pay Owner \$5,000 per flight hour that aircraft is rented. In addition, PEA shall pay Owner a Fuel Surcharge per hour of \$500 per hour. This fuel surcharge is based on today's average price of \$3.75 per gallon. The fuel surcharge may be adjusted up or down depending on average costs. Owner acknowledges and agrees to be responsible for any and all expenses associated with the Aircraft, including, but not limited to, fuel, crew, insurance, maintenance, navigational charts, and any other expenses incurred in operating any charter or other Aircraft's flights. A full description of the Annual Operating Budget is attached as "Appendix A".

2.7 Charter Operations. The aircraft charter rate shall be \$5,000 per flight hour. Where PEA collects less than the hourly amount stated above because of Air Traffic Control delays or other circumstances beyond its control, PEA shall remit the appropriate percentages to the Owner based upon the customers quoted price. PEA assumes the risk of non-collection of billings for charter flights booked by PEA. However, any flights for customers arranged by Owner that have not cleared PEA's credit policy will be the responsibility of the Owner if collection is not possible.

2.8 Taxes. Owner agrees to pay all taxes, fees, assessments, sales tax, personal property tax, license and registration fees together with all fines and penalties assessed by any taxing governmental authority ("Taxes") which relates in any way to the ownership, use or operation of the Aircraft, excluding only those taxes based upon PEA's income taxes for revenue which PEA earns pursuant to this Agreement. PEA shall be responsible for accounting and forwarding of Federal Transportation taxes where applicable.

2.9 Audit and Inspections. PEA shall have the right, but not the obligation, to inspect the Aircraft at all reasonable times and Owner's refusal to allow any such inspection hereunder shall entitle PEA to immediately terminate this Agreement by telephonic or written notice without prejudice to any other rights which PEA may have at law or in equity.

2.10 Restricted Use. Owner agrees to operate the Aircraft only for purposes and within the geographical limits set forth in PEA's operating specifications and as set forth in insurance policies in force on the Aircraft. Owner shall not use the Aircraft in violation of any foreign, federal, state, territorial, or municipal law or regulation and shall be solely responsible for any fines, penalties, or forfeiture occasioned by any violation.

2.11 Insurance by Owner. At Owner's expense and prior to the commencement of this Agreement, Owner shall obtain insurance on the Aircraft with a Company and on a form acceptable to both parties, providing liability coverage with a single limit for bodily injury and property damage of at least \$250,000,000. The policy providing such coverage will name PEA as additional insured, provide for thirty (30) days written notice to PEA of cancellation or amendment of the policy in any manner detrimental to the interest of PEA and contain a waiver of subrogation in favor of PEA.

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Owner will furnish to PEA certificates of insurance which demonstrate that Owner has met the requirements of this paragraph.

III. PEA'S OBLIGATIONS

3.1 Operating Certificate. PEA shall place the Aircraft on the operating certificate once it has obtained written results of the Aircraft inspection and, in its sole discretion, determines that the Aircraft is suitable for charter operations. PEA shall comply with the requirements of FAR Part 135.

3.2 Manuals. PEA shall provide all required Company manuals and subsequent revisions and amendments thereto, and Dispatch services for the Aircraft.

3.3 Charter Marketing. PEA shall market the Aircraft on an exclusive basis.

3.1 Hangar / Parking: PEA will supply hangar facilities for the aircraft at each of its facilities for the rate of \$5,000 per month.

3.5 Aircraft Fuel **The aircraft will have availability to PEA's contract**
wholesale fuel contracts

3.8 Insurance. PEA shall place aircraft on its fleet policy for the rate of _____ for limits of 10.0M hull and 250 M liability. Renewal rates annually are subject to rates from PEA's insurer.

3.7 Flight Crew PEA will make available to Owner the services of a qualified crew, consisting of a Captain, Co-Pilot, relief pilot, and Flight Attendant. Each member of the crew shall be acceptable to Owner. Such crew members shall be the employees or agents of PEA. The agreed salary for all crew members shall be stated in the Annual Operating Budget. (Appendix A)

3.8 Maintenance PEA shall offer all maintenance performed on the aircraft at a wholesale shop rate of \$85 per hour. A full estimate of maintenance charges shall be stated in the Annual Operating Budget. (Appendix A.)

3.9 Aircraft Records All aircraft maintenance records including log books shall be maintained and kept at the offices of PEA.



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IV. GENERAL PROVISIONS.

4.1. **Indemnification.** Owner agrees to indemnify, protect, save and keep harmless PEA, its agents and employees from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions and suits, including legal expense, of whatever kind nature, imposed and incurred by or asserted against PEA because of ownership of the Aircraft, a condition existing in the Aircraft at the commencement of the Agreement or negligence of the Owner. PEA and the Owner each agree to defend, indemnify and hold harmless and the other party including their respective parents, subsidiaries and affiliated companies and the officers, directors and employees of each of them, from and against any and all liabilities, damages, costs and claims, including reasonable attorney's fees, resulting from any neglect, misconduct or negligence of the part of PEA or Owner as the case may be, in the performance of any obligation required under this Agreement.

4.2. **Base of Operations.** PEA and Owner will by their mutual agreement, establish the base of operation of the Aircraft, which shall be designated herein as Wilmington, DE.

4.3. **Payment.** A one time commencement fee of \$0 shall be paid to PEA by Owner to cover the initial effort involved in placing the Aircraft on the Operating Certificate. (See Appendix B) Such payment will be paid upon signing of the Agreement. PEA shall forward the Aircraft accounting on a monthly basis to Owner. Accounting shall be forwarded to Owner no later than the 10th of the following month, at the following address:

Transnational Management Systems, LLC
830 1st Ave Apt 30-C
New York, NY 10016

Owner and PEA shall pay all invoices on or before the tenth day following the date of the invoice date and make such payment to PEA at the following address:

Pegasus Elite Aviation, Inc.
6800 Hwy 85 N H100
Lake Havasu, AZ 86404

4.4. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona.

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4.5 Default. If either party breaches any of the provisions of this Agreement (the "Breaching Party") and fails to cure such breach within ten days after receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement without prejudice to any rights the non-breaching party may have against the Breaching Party.

4.8 Risk of Loss or Damage of Aircraft. Risk of loss or damage to the Aircraft shall be borne by the Owner. If, during the term of this Agreement, the Aircraft is destroyed, lost or damaged beyond repair, this Agreement shall terminate immediately.

4.7 Relationship of Parties. The relationship between PEA and Owner shall always and only be that of PEA and Owner. PEA shall never at any time during the term of this Agreement represent Owner and Owner shall not represent PEA as set forth herein.

4.8 Notices. All notices, demands, or other communications to be delivered or given here under will be in writing and will be deemed to be duly given if delivered or sent by certified mail; postage prepaid, return receipt required, as follows:

To PEA : Pegasus Elite Aviation, Inc.
5600 Hwy 95N H100
Lake Havasu, AZ 86404

To Owner : Transnational Management Systems, LLC
630 1st Ave Apt 30 C
New York, NY 10018

4.9 Entire Agreement. This Agreement constitutes the entire understanding between the parties as of its effective date and supersedes all prior or independent agreements between the parties which concerns the Aircraft. Any change, modification or amendment to this Agreement must be in writing signed by both parties.

4.10 Rights and Remedies. PEA's and Owner's rights and remedies with respect to any of the terms and conditions of the Agreement shall be cumulative and non-exclusive and shall be in addition to all other rights and remedies which either party possesses at law or in equity as otherwise provided in this Agreement.



APR-18-2012 19:35 From: Passus Elite Aviation

Tel: 954 583 8228

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4.11 Separability. In the event that any one or more of the provisions of the Agreement shall be determined to be invalid, unenforceable or illegal, such invalidity, illegality and unenforceability shall not affect any other provisions of this Agreement, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

4.12 Counterpart Execution. This Agreement may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

~~THE PEA~~

BY: [Signature]

TITLE: Chief Executive Officer

OWNER: [Signature]

BY: ADAM VICTOR

TITLE: President

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PEGASUS ELITE AVIATION
TRIPSHEET REPORT

W376862

Trip Number: 3184		Description: TRIP# 1848 - ADAM VICTOR - PAKISTAN													
Trip Dates: 02/17/12 - 03/11/12		Requestor: ADAM VICTOR													
Tail Number: N772AV	Type: G4	Contact Phone:													
Flight Number: 1848		Aircraft Dom. File Phone:													
Verification Number:		Aircraft Int'l File Phone:													
		Dispatcher Name: Cira													
<p>YOU HARD TIME..</p> <p>To FBO: JET AVIATION PH: 201-462-4000 FAX: 201-462-4006</p> <p>LAST PRICE: \$5,000 DATE: 02/11/11 PREC: 131.425</p> <p>ADDRESS: 112 CHARLES LINDBERG DR CITY: TETERBORO STATE: NEW JERSEY ZIP: 07608</p> <p>CONFIRM: OS SPOKE DARLEES COMMENTS: NOTIFIED OF 1985 ARRIVAL FUEL PRICE IS \$4.51, DIRECT BILL TO AVCARD ON BOARD THE AIRCRAFT</p> <p>Dep Crew Trans: COMMENTS: HANDLER WILL PICK UP CREW AT 0830 LOCAL</p> <p>Air Crew Trans: HERTZ CORP PH: FAX: -</p> <p>CONFIRM: CFS DARLEES COMMENTS: A MIDSIZE RENTAL HAS BEEN ARRANGED UNDER MATT RACKAUCKAS</p>															
LEG NOTES															
<p>CREW NOTES</p> <p>LFPD:</p> <ul style="list-style-type: none"> - OUTBOUND CUSTOMS AND IMMIGRATION ARRANGED - DEPARTURE SERVICES ARRANGED: <p>KTEB:</p> <ul style="list-style-type: none"> - INBOUND APIS HAS BEEN FILED, CONFIRMATION BAPIS-8204899. CUSTOMS HAS BEEN ARRANGED. - CUSTOMS WILL CLEAR US AT JET AVIATION 															
YER	PASSENGER NAME	01	02	03	04	05	06	07	08	09	10	11	12	13	14
1	VICTOR, ADAM	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
2	PERKINS, ELISA	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON
3	WATSON, STAFFORD CHRISTINA CATHY									ON		ON	ON	ON	ON
4	ARMED, JR									ON					
5	BOUNCEBU, CHRISTINA												ON		

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ATTACHMENT C

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